



RULES & NORMS

All our members agree to follow our rules, and to report any violations by other members. Members who break the rules will be expelled and replaced by the next best-qualified applicant on our waiting list for each territory.

THE IGLA RULES IN BRIEF

- IGLA members must be privately owned companies, partnerships or corporations, involved in the international freight forwarding and transportation industry.
- Members may only represent areas where they have their own offices.
- Members are expected to support and develop business relationship with IGLA partners.
- Members must maintain strict confidentiality of all information about its partners. They should conduct themselves in a professional and ethical manner.
- Members are advised to communicate their payment terms and credit policies directly to their fellow members. IGLA will not be responsible for bad debts if any.
- Members are to communicate efficiently and promptly (within a maximum of 24 hours) with their fellow members.
- Members are urged to quote only net net rates to their fellow members.
- All payments must be made in the currency that is marked as payable on the invoice.
- Members must accept their own bank charges.
- Members must be prepared to dedicate new business within 1 (one) year of joining.
- Attendance for annual IGLA conference is compulsory
- Agree to abide by the rules/bylaws of IGLA for the benefit of their fellow partners and the Network as a cooperative group.

AGREEMENT

This master Agency Agreement is valid between all member agents. This agreement establishes the responsibility, cost and liability of each party, not only with The IGLA Head Office but also between all network members. This agreement aims to bring members together in the mutual pursuit of international freight forwarding and logistics services in the network.

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Rule 1. GENERAL OBLIGATIONS

Members agree to protect the interests and reputation of The IGLA within their territories by upholding the highest standards of integrity, quality and customer service.

1.1. The Agents shall actively co-operate in international freight forwarding and logistics services for shipments moving between their respective territories. Each agent of the network will provide or arrange full logistical services necessary for the movement of freight, via air or ocean or any other means, including ancillary support services and timely preparation and transmission of related documentation and/or electronic data.

- a. Each agent will name the other as consignee on any Master Air Waybill, House Air Waybill, Master Ocean Bill of Lading or House Bill of Lading
- b. The agents agree not to accept co-load cargo from or on behalf of other freight forwarders without first obtaining the consent of the other.
- c. The agents agree that the giving of credit for any freight charge is solely the liability of the agent extending such credit.
- d. All requests for information will be actioned upon receipt by the agent.

1.1. Reporting violations: Members will notify The IGLA organization when they know or suspect that other members are engaged in dubious business practices of any kind, such as charging significantly higher rates than the average market rates in their territories, providing poor service to their customers, or neglecting their responsibilities to other members.

Rule 2. ADMISSION OF NEW MEMBERS - MEMBERSHIP APPLICATION PROCEDURE

A freight forwarder wishing to join The IGLA will complete the [online Membership Application form](#), and will supply all the data and additional documents that may be specified. If selected as a potential member, the applicant will complete and return the Membership Agreement (duly signed and stamped) and the optional Local Charges form.

2.1. Screening of Applicants

2.1.1. Freight Forwarders are eligible to join The IGLA based on market status, company size, specialist operations, and existing network affiliations.

2.1.2. The IGLA will allow up to a maximum of 3 members per city/country except USA, China & India where the maximum will be 5 members.

2.2. Notification and Admission:

2.2.1. **Notification:** The IGLA organization will decide on new applications and notify the applicant of its decision in writing within approximately 15 days.

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2.2.1. Membership Agreement: In the event that an application is approved, this notification will be accompanied by a Membership Agreement which the applicant will sign, stamp, and return to The IGLA Organization.

2.2.3. Admission: Upon receipt of the duly signed and stamped Membership Agreement, The IGLA Organization will admit the new member who will thenceforth hold rights to operate as The IGLA member in the city and/or territory assigned by The IGLA as long as it meets its obligations as set forth in the Membership Agreement and Rules and Procedures. All existing members will be notified of the admission of the new member.

Rule 3. ANNUAL MEMBERSHIP FEE AND PAYMENT PROTECTION FUND (PPF) CONTRIBUTION

3.1. Membership fee amount: The annual membership fee for each territory is \$750. The Membership fee will be revised each year, but the increase will never be larger than 10% in a single year.

3.2. Discounts for referrals: Members who recommend other qualified freight forwarding agents as candidates to join The IGLA will obtain a 20% discount on their next membership fee for every successful candidate.

3.3. PPF contribution amount: The annual fee for participation in the PPF will be 250 USD. This amount will be revised each year, but any increase will never exceed the 10% in a single year. al period.

3.4. Participation in the PPF: Full members (those who have paid the membership fee and PPF) who are in good standing with The IGLA Network will be covered by the PPF. Agents will lose their coverage if they resign or are expelled from The IGLA Network for infringing the rules.

3.5. Invoice and payment: Annual membership fee and PPF contributions will be invoiced 30 days before the end of the membership year, and payment by bank transfer will be due before the end of the membership year. There will be an additional expense of USD 25 to cover the bank fees.

3.6. Branch offices: Members may register their branch offices in the same country as the principal member. For each branch they register they will pay only USD 350 for the territory and USD 250 annually as the contribution due from each branch office to the PPF.

3.7. Refunds: No refunds of membership fees or contributions to the PPF will be made to a member who has outstanding payment obligations to other members. A member who voluntarily resigns from the network will be refunded 80% of his contribution to the PPF for that year, less a proportion of any claims made against the fund. No part of the annual membership fee will be refunded in the event of a member's expulsion or resignation.

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Rule 4. PAYMENT PROTECTION FUND (PPF)

IGLA offers Payment Protection Fund, a safety measure intended to ensure that the members are relieved of any risk associated with the business that they conduct within the network.

4.1. The total maximum compensation to be applied currently is USD 10,000 per year

4.2. PPF will cover maximum up to USD 3000 per member in a year.

4.3. PPF will cover only bankruptcy or when the agent or company cannot be traced or contacted further for recovery of funds.

4.4. PPF will not cover disputes on the invoices due to wrong billings, service failures or mishandling in operations due to negligence or incompetency. IGLA will assist to mediate in such cases to find a meaningful closure.

Rule 5. TERMINATION OF MEMBERSHIP

Rule 5-A. RESIGNATION: Any member who wishes to resign from the network must notify The IGLA Organization of these intentions at least one month before the end of the membership year.

Rule 5-B. EXPULSION: Members who are expelled for any of the reasons listed below are liable to forfeit all claims for refund of any part of membership fee and their contribution to the PPF fund.

- Engaging in dubious business practices, rendering poor service, or neglecting responsibilities to other members.
- Failure to seek cooperation with or request cooperation from other members.
- Recurrent late payments of invoices issued by other members.
- Failure to pay invoices issued by other members.
- Failure to attend two consecutive annual conventions.
- Failure to actively contribute to sales promotion.
- Bad faith in a dispute with another member.
- Recurrent violations of any other rules.

Rule 6. LANGUAGE AND COMMUNICATIONS

The English language will be used in all business and institutional communications between members. Members will adhere to the following procedures in their e-mail communications with other members and with The IGLA Head Office.

Rule 7. SALES COORDINATION

All members are obliged to contribute actively to sales promotion and coordination.

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7.1. Sales leads: Members agree to provide continuous sales, including sales leads and reports and actively engage in mutual promotions of joint services within their respective territory.

7.2. Response time: A member receiving a sales lead will acknowledge receipt on the same day. Within five working days the receiving member will contact the customer, visit the customer if necessary, and notify the sending member of the status of the sales lead.

7.3. Buying and selling rates: Members are to actively pursue, investigate and negotiate the best possible net rates and will provide NET/NET buying rates and real selling rates to the other members. For the sake of transparency, at the request of members with whom they have cooperated in a transaction, the corresponding members will furnish copies of the respective invoices received from suppliers and sent to customers.

7.4. Quotations: All quotations must show: a) the prices offered by at least two different carriers in order to give the buyer a choice; b) the currency to be used; c) transit time; d) route; e) airline/shipping line.

7.4.1. Surcharges: Any applicable surcharges such as BAF, CAF, Fuel, Security, Congestion, War Risk, etc. will be those valid at the time of shipment.

7.4.2. Additional costs: The contracting party must be notified of any additional costs that may arise and be asked to approve them. No member may charge for services not specified in the quotation or make extra charges that were not submitted in advance to the approval of the contracting party.

7.5. Profit Sharing: For shipments involving cooperation of two members, the following profit sharing rules will apply unless previously agreed with the partner agent:

7.6. Selling Rates: The member coordinating the shipment shall have the final word on selling rates.

Rule 8. PAYMENTS

8.1. Currency: Payments between members will be made in the currency requested in the invoice. Members may use other currencies only when they have agreed to do so in advance.

8.2. Bank Charges: The sender should prepay all bank charges.

8.3. Disputes: In the event of dispute over an invoice, the recipient must notify the issuer within 10 working days, clearly explaining the reason for the disagreement. After this period no claim will be accepted. If a dispute over an invoice cannot be solved amicably within 45 days, the complainant must file a complaint to the Dispute Resolution Service.

8.4. Penalties: A member who receives no notification of payment from another member within 45 days of the invoice date will notify The IGLA Head Office of the incident. The wrongdoer will be contacted and granted an extra five calendar days to make payment. If the member misses a payment deadline on a second occasion, they will be given a final 5 days within which to make the payment. If the member fails to make the payment within the 5 days, the member will be expelled from the network and The IGLA Head Office will take the following steps:

- Notify all members that they must withhold all payments, and request information from all members about the state of their accounts with the offender.

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- Release funds from the PPF to hire legal services in the offender's home country in order to collect the debt.
- Provide detailed information about the incident to the following people and bodies:
- Persons representing other freight forwarders and carriers who acted as the offender's referees during the application process.
- IATA, FIATA, Custom Broker Association, and the freight forwarders association in the offender's home country.

Rule 9. DISPUTE RESOLUTION SERVICE

In the event of a dispute between two members that cannot be solved amicably, these members will invoke the Dispute Resolution Service, under the terms and conditions established and agreed by all members.

9.1. Agreement to accept resolution: Members requesting this Dispute Resolution Service agree to accept and abide by the decision of The IGLA Head Office and to refrain from any further litigation relating to the dispute.

9.2. Fee: The IGLA will charge a minimum of USD 100 for rendering this Dispute Resolution Service, to be paid in equal shares by the disputing members. A higher fee will be charged if the services of an attorney, expert witness, or consultant are required. Prior to arbitration, each of the disputing members will receive an invoice from The IGLA for 50 USD, which will be paid by bank transfer.

9.3. Background: Each disputing member will send an e-mail to The IGLA Head Office with details of the reasons of the dispute, along with all supporting evidence.

9.4. Decision: The IGLA Head Office will reach a decision on the dispute and will notify the parties involved within 20 working days of receipt of the last of the relevant documents.

9.5. Implementation: Within five business days of receiving notification of the decision reached by The IGLA Head Office, the two parties will implement the decision.

9.6. Bad faith: The IGLA reserves the right to expel any member that is found to have acted in bad faith in the course of a dispute.

9.7. Debts: The IGLA will not collect debts on behalf of its members, but it will punish or expel members who fail to meet their obligations to other members. While it carefully screens applicants to ensure that only the most reputable firms are admitted to the network, The IGLA will accept no responsibility for any unpaid debts between members.

Rule 10. ATTENDANCE OF ANNUAL MEETING

Attendance of the annual meeting by a principal or an executive delegate of each member firm is mandatory. Members must pay the registration fee in advance, and pay their own travel and lodging expenses.

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10.1. **Exceptions:** Members who submit proof of circumstances justifying their inability to attend at least 30 days before the convention begins may be excused. However, conflicting commitments such as trips or meetings, or the failure to obtain a travel visa in time for the convention, will not be regarded as valid excuses for failure to attend.

10.2. **Penalties:** Members who fail to attend the conference without a valid reason for two consecutive conferences will be expelled from the network.

Rule 11. USE OF THE COOPERATIVE BRAND

Members will display The IGLA logo along with their own company logo in communications with customers, suppliers and the public in general, both to indicate their membership of the network and to promote the brand.

11.1. **The IGLA logo:** The IGLA logo will be displayed on the member's business cards, e-mail auto-signatures, websites, advertising brochures, invoices, faxes, company vehicles, signs, etc.

11.2. **The IGLA website link:** The IGLA website link www.igla.asia and logo will be displayed on the member's website.

11.3. **The IGLA brand manual:** In using The IGLA logo and other graphic material, members will adhere to the practices prescribed in the Brand Manual that is available in The IGLA Intranet.

11.4. **Refraining from use:** Any freight forwarding company which ceases to be a member of IGLA for any reason will refrain thereafter from using The IGLA trade name, brand, logo, and/or other network graphic materials.

Rule 12. ADVERTISING & PROMOTION

The IGLA Head Office team will assist its members in promoting and strengthening The IGLA brand image to their own advantage and that of all other members.

12.1. **Member news:** Members are encouraged to send news items to The IGLA Coordinator for publication on The IGLA website.

12.2. **Press cuttings:** Members will make copies of news items published on the basis of the press releases and send them to The IGLA PR Coordinator.

